

Erica T. Loftis, SBN 259286  
Kristen C. Kish, SBN 295194  
Buckley Madole, P.C.  
301 E. Ocean Blvd., Suite 1720  
Long Beach, CA 90802  
Telephone: 562-983-5365  
Fax: 562-983-5365  
Kristen.Kish@BuckleyMadole.com

Attorney for The Bank of New York Mellon FKA  
The Bank of New York, as Trustee for the  
certificateholders of the CWABS, Inc., Asset-  
Backed Certificates, Series 2007-13

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION**

In re:

Dorothy Mae Richardson

Case No. 14-40445

Chapter 13

R.S. No. MDE-1700

**STIPULATION FOR ADEQUATE  
PROTECTION RE: MOTION FOR RELIEF  
FROM AUTOMATIC STAY**

Hearing:

Date: 10/12/2016

Time: 9:30 am

Place: Courtroom 220  
1300 Clay Street  
Oakland, CA 94612

Debtor.

**TO THE HONORABLE WILLIAM J. LAFFERTY, UNITED STATES BANKRUPTCY COURT  
JUDGE, THE DEBTOR, DEBTOR'S COUNSEL, THE TRUSTEE, AND OTHER INTERESTED  
PARTIES:**

A Motion for Relief from the Automatic Stay (the "Motion") was noticed in the within matter and filed by The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-13 ("Movant"). A hearing on the above-referenced motion is scheduled at the date, time and place set forth above.

///

1 Movant and Debtor, by and through their respective attorneys of record, have conferred and  
2 hereby stipulate for adequate protection as follows:

3 **IT IS HEREBY STIPULATED:**

4 1. This Stipulation affects the real property commonly known as 3015 Wiswall Dr, Richmond,  
5 California 94806-2753 (the "Property").

6 2. Commencing **November 1, 2016** Debtor will make monthly payments pursuant to a trial period  
7 plan under the Home Affordable Modification Program ("HAMP") in the amount of **\$1,719.89**, per  
8 month until the earlier of the date the final Modification has been booked or denial notice is issued by  
9 Movant. If the final Modification is entered into, the adequate protection payments shall revert to the  
10 terms set forth therein. If the Modification is denied, Movant shall provide written notice to Debtor and  
11 Debtor's counsel of the denial. In that event, Movant may restore the Motion to calendar on regular  
12 notice. All payments due Movant hereunder shall be paid to Movant at the following address:

13  
14 Specialized Loan Servicing LLC  
15 PO Box 636007  
16 Littleton, Colorado 80163

17 3. The Debtor shall maintain insurance coverage on the Property and shall remain current on all  
18 taxes that fall due post-petition with regard to the Property.

19 4. Upon any default in the foregoing terms and conditions, Movant shall serve written notice of the  
20 default by first class mail and facsimile to the Debtors' attorney and by first class mail only to the  
21 Debtors. If Debtors fail to cure the default within 10 days after service of such written notice, Movant  
22 may restore the Motion to the Court's calendar on regular notice. No filing fee shall be required for any  
23 restored motion.

24 5. Notwithstanding anything contained herein to the contrary, the Debtor shall be entitled to a  
25 maximum of three (3) notices of default and opportunities to cure pursuant to the preceding paragraph.  
26 Once Debtor has defaulted this number of times on the obligations imposed by this Order and has been  
27 served with this number of notices of default, Movant shall be relieved of any obligation to serve  
28 additional notices of default and provide additional opportunities to cure. If an event of default occurs  
thereafter, Movant shall be entitled, without first serving a notice of default and providing the Debtor

1 with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail  
2 the Debtor's failures to perform hereunder, together with a proposed order terminating the stay, which  
3 the Court may enter without further notice or hearing.

4 6. The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy  
5 case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of  
6 law, the foregoing terms and conditions shall cease to be binding and Movant may proceed to enforce  
7 its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

8 7. If Movant obtains relief from stay based on Debtor's defaults hereunder, the order granting that  
9 relief shall contain a waiver of the 14-day stay created by Federal Rule of Bankruptcy Procedure  
10 4001(a)(3).

11 8. Movant may accept any and all payments made pursuant to this Order without prejudice to or  
12 waiver of any rights or remedies to which it would otherwise have been entitled under applicable non-  
13 bankruptcy law.

14  
15 **APPROVED AS TO FORM AND CONTENT:**

16  
17 Dated: 10/11/2016

Dated: 10/11/2016

18  
19 /s/ Patrick L. Forte  
20 Patrick L. Forte  
21 Attorney for Debtor  
22 Dorothy Mae Richardson

/s/ Erica T. Loftis  
Erica T. Loftis  
Attorney for Movant  
The Bank of New York Mellon FKA The  
Bank of New York, as Trustee for the  
certificateholders of the CWABS, Inc.,  
Asset-Backed Certificates, Series 2007-13